

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Aug 28, 2023**

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

LUXOTTICA GROUP, S.P.A., an Italian  
Corporation; and OAKLEY, INC., a  
Washington Corporation,  
Plaintiffs,  
v.  
THE STORE ON THOR, LLC;  
DANIELLE COSSEY, individually;  
ROBERT COSSEY, individually; STACY  
COSSEY, individually; and TYLER  
COSSEY, individually,  
Defendants.

No. 2:22-CV-00180-SAB

**ORDER GRANTING  
DISMISSAL; MOTION FOR  
PERMANENT INJUNCTION;  
AND CLOSING FILE**

Before the Court is the parties' Stipulated Motion and (Proposed) Order for Permanent Injunction and Dismissal with Prejudice, ECF No. 28. Plaintiffs are represented by Brian Casper, Darin M. Klemchuk, Mandi Phillips, and Reid Johnson. Defendants are represented by Alexandria T. Drake and Robert A. Dunn. The motion was heard without oral argument.

The parties stipulate and agree to a proposed permanent injunction and that the above-mentioned matter should be dismissed with prejudice. Having reviewed  
**ORDER GRANTING DISMISSAL; MOTION FOR PERMANENT  
INJUNCTION; AND CLOSING FILE # 1**

1 the necessary materials and being fully informed, the Court finds good cause to  
2 grant the requested relief.

3 Accordingly, **IT IS HEREBY ORDERED:**

4 1. The parties' Stipulated Motion to Dismiss and (Proposed) Order for  
5 Permanent Injunction and Dismissal with Prejudice, ECF No. 28, is **GRANTED**.

6 2. The above-captioned action is **DISMISSED with prejudice** pursuant  
7 to Fed. R. Civ. P. 41(a)(1)(A)(ii), without costs or attorneys' fees to any party.

8 3. Any pending motions are **DISMISSED as moot**.

9 4. The trial date and any remaining pretrial deadlines are **STRICKEN**  
10 from the Court's calendar.

11 5. The Court finds that it has jurisdiction over Defendants and over the  
12 subject matter of this action, that venue is proper, and that all substantive and  
13 procedural requirements to the entry of this Stipulated Permanent Injunction have  
14 been met or waived. All objections to the form of this Stipulated Permanent  
15 Injunction and Dismissal, its enforceability, and/or its compliance with the Federal  
16 Rules of Civil Procedure are hereby waived by Defendants. Other than the findings  
17 and conclusions contained herein, Defendants agree and stipulate that this  
18 Stipulated Permanent Injunction will be entered without findings of fact and  
19 conclusions of law and waive all rights to request such findings or conclusions.  
20 The parties also acknowledge and agree that in stipulating to this Stipulated  
21 Permanent Injunction and Dismissal, Defendants do not admit and specifically  
22 dispute liability or fault.

23 6. In accordance with Federal Rule of Civil Procedure 65, Defendants,  
24 their agents, servants, employees, and attorneys and all those persons in active  
25 concert or participation with them with notice of this Order are hereby immediately  
26 and permanently enjoined from:

27 A. Using any of Plaintiffs' trademarks, as identified in Exhibit A-1  
28 attached hereto (Plaintiffs' Marks) or marks identical and/or

**ORDER GRANTING DISMISSAL; MOTION FOR PERMANENT  
INJUNCTION; AND CLOSING FILE # 2**

1 confusingly similar there to advertise, market, promote, display,  
2 and/or offer for sale products that do not in fact originate from  
3 Plaintiffs' brands. This prohibition includes the sale of products  
4 and/or use of exhibition boxes displaying labels bearing the Plaintiffs'  
5 Ray-Ban® and/or Oakley® brands.

6 B. Representing that any products advertised, marketed, promoted,  
7 displayed, and/or offered for sale by Defendants are in any way  
8 sponsored by, approved by, affiliated with, associated with, or  
9 originated by Plaintiffs.

10 C. Knowingly assisting, aiding, or attempting to assist or aid any other  
11 person or entity in performing any of the prohibited activities referred  
12 to above.

13 D. Knowingly affecting any transactions, assignments, or transfers, or  
14 forming new entities or associations, to circumvent the prohibitions  
15 referred to above.

16 7. The Court retains jurisdiction over this matter and the parties in the  
17 event there is a dispute regarding enforcement or a violation of this permanent  
18 injunction.

19 8. All relief not expressly granted herein is hereby denied.

20 **IT IS SO ORDERED.** The Clerk of Court is directed to enter this Order,  
21 forward copies to counsel, and **close** the file.

22 **DATED** this 28th day of August 2023.



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A handwritten signature in blue ink, reading "Stanley A. Bastian", is written over a horizontal line.


28 Stanley A. Bastian  
Chief United States District Judge

**ORDER GRANTING DISMISSAL; MOTION FOR PERMANENT  
INJUNCTION; AND CLOSING FILE # 3**


**EXHIBIT A-1**


## Exhibit A-1

Word Mark	Design	Goods and Services
RAY-BAN	<b>RAY-BAN</b>	INT. CL. 9 PROTECTIVE FACE MASKS FOR THE PREVENTION OF ACCIDENT OR INJURY; PROTECTIVE INDUSTRIAL FACE MASKS
RAY-BAN EASE	<b>RAY-BAN EASE</b>	INT. CL. 9 OPTICAL LENSES; OPHTHALMIC LENSES; CONTACT LENSES; CASES FOR CONTACT LENSES; EYEGLASSES; SUNGLASSES; CASES FOR EYEGLASSES AND SUNGLASSES; FRAMES FOR EYEGLASSES; FRAMES FOR SUNGLASSES; FRAMES FOR SPECTACLES; CHAINS FOR EYEGLASSES; CHAINS FOR SUNGLASSES; CORDS FOR SPECTACLES; CORDS FOR EYEGLASSES; CORDS FOR SUNGLASSES; PARTS FOR SPECTACLES, NAMELY, REPLACEMENT LENSES, FRAMES, NOSE PADS, BRIDGE PADS, SPECTACLE TEMPLES, EAR STEMS, EYEGLASS HOLDERS, ADJUSTABLE GRIPS, EAR LOCKS; GOGGLES, NAMELY, GOGGLES FOR SWIMMING, SNOW, SCUBA, AND FOR SPORTS; WEARABLE COMPUTERS, NAMELY, ACTIVITY TRACKERS, SMARTWATCHES, SMART GLASSES, SMART RINGS, SMART BANDS AND SMART BRACELETS IN THE NATURE OF WEARABLE ACTIVITY TRACKERS; WEARABLE COMMUNICATIONS APPARATUS, NAMELY, ACTIVITY TRACKERS, SMARTWATCHES, SMART GLASSES, SMART RINGS, SMART BANDS AND SMART BRACELETS IN THE NATURE OF WEARABLE ACTIVITY TRACKERS; WEARABLE COMPUTER PERIPHERAL DEVICES, NAMELY, SMARTWATCHES, SMART GLASSES, SMART RINGS, SMART BANDS AND SMART BRACELETS IN THE NATURE OF WEARABLE ACTIVITY TRACKERS, THAT FEATURE RECORDED SOFTWARE THAT COMMUNICATES DATA TO PERSONAL DIGITAL ASSISTANTS, SMART PHONES, AND PERSONAL COMPUTERS THROUGH INTERNET WEBSITES AND OTHER COMPUTER AND ELECTRONIC COMMUNICATION NETWORKS; DOWNLOADABLE COMPUTER APPLICATION SOFTWARE FOR USE WITH WEARABLE COMPUTER DEVICES, NAMELY FOR TRACKING PERFORMANCE AND PROVIDING REPORTS ON PERFORMANCE TRACKED AS WELL AS PROVIDING






		ALERTS, MESSAGES, EMAILS, AND REMINDERS CONCERNING SUCH PERFORMANCE, AND ALSO FOR RECORDING, ORGANIZING,
LUXOTTICA		INT. CL. 35 ADVERTISING; BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; RETAIL AND WHOLESALE STORE SERVICES, EXCEPT TRANSPORT, FEATURING SPECTACLES, LENSES FOR SPECTACLES, FRAMES FOR SPECTACLES, CASES AND HOLDERS FOR SPECTACLES, GOGGLES, EARSTEMS, SUPPORTS AND DISPLAYS FOR SPECTACLES, CHAINS FOR EYEGLASSES, CONTACT LENSES AND CONTACT LENSES CASES; AND ONLINE RETAIL AND WHOLESALE STORE SERVICES FEATURING SPECTACLES, LENSES FOR SPECTACLES, FRAMES FOR SPECTACLES, CASES AND HOLDERS FOR SPECTACLES, GOGGLES, EARSTEMS, SUPPORTS AND DISPLAYS FOR SPECTACLES, CHAINS FOR EYEGLASSES, CONTACT LENSES AND CONTACT LENSES CASES



RAY-BAN LIGHT ADAPTIVE		INT. CL. 9 SUNGLASSES
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RAY-BAN Cross References: RAY BAN		INT. CL. 9 SUNGLASSES, EYEGLASSES, LENSES FOR EYEGLASSES, EYEGLASSES FRAMES, CASES FOR EYEGLASSES
RAY-BAN		<p>INT. CL. 18 GOODS MADE OF LEATHER AND IMITATION LEATHER, NAMELY, [ HANDBAGS, RUCKSACKS, BACKPACKS, SACKS FOR TRANSPORTATION OF MATERIALS IN BULK, LUGGAGE TRUNKS, SUITCASES, ] WALLETS *, * [ AND ] CARD CASES FOR BUSINESS CARDS, CALLING CARDS, NAME CARDS AND CREDIT CARDS</p> <p>INT. CL. 16 [ DIARIES; DIARY BOOK STANDS; PENS AND PENCILS; PHOTOGRAPH STANDS AND MOUNTS; PRINTED MATTER, NAMELY, MONTHLY OR PERIODICALLY PUBLISHED MAGAZINES, BOOKS, PAMPHLETS AND NEWSLETTERS, ALL IN THE FIELD OF FASHION AND TRAVEL ]</p> <p>INT. CL. 3 [ COSMETICS, NAMELY, LIPSTICK; EYELINER; FACE, EYE AND LIP MAKE-UP PENCILS; NAIL VARNISHES; SKIN CLEANSING OILS AND CREAMS; MAKE-UP REMOVERS; BODY TONIC LOTIONS; BEAUTY MASKS; BODY, SKIN AND FACE CREAMS, LOTIONS AND OILS; BLUSHERS; DEPILATORY CREAMS; BATH AND AFTER-BATH LOTIONS ]</p> <p>INT. CL. 14 [ JEWELRY; COSTUME JEWELRY; WATCHES, CLOCKS, ALARM CLOCKS, CHRONOGRAPHS FOR USE AS WATCHES, CHRONOMETERS, WATCH CHAINS, MOVEMENTS FOR CLOCKS AND WATCHES, AND STRAPS FOR WATCHES ]</p> <p>INT. CL. 25 CLOTHING FOR MEN, WOMEN *, * [ AND CHILDREN, ] NAMELY, [DRESSES, SUITS, SKIRTS, TROUSERS, SHIRTS, T-SHIRTS, ] POLO SHIRTS, [ JACKETS, COATS, OVERCOATS, TOPCOATS, RAINCOATS, FOULARDS, SCARVES, GLOVES, SOCKS, BELTS, PULLOVERS, SWEATERS, TRACK SUITS, PARKAS, BATHING SUITS, BEACH CLOTHES; SHOES, BOOTS, SANDALS, SABOTS, SLIPPERS; ] HEADGEAR,</p>

		NAMELY, BERETS, CAPS [, HATS; PEAKS AND VISORS ]
RB		INT. CL. 9 SUNGLASSES, EYEGLASSES, [ AESTHETIC GLASSES, AND EYEGLASSES FOR SPORTSMAN ACTIVITIES, NAMELY, MOTORCYCLISTS, SCOOTERISTS AND CYCLISTS; ] EYEGGLASS LENSES, [ CONTACT LENSES; SUNGLASS AND EYEGGLASS FRAMES; CASES AND CHAINS FOR SUNGLASSES; MAGNIFYING GLASSES; BINOCULARS; MOTORCYCLE GOGGLES AND SAFETY GOGGLES; SPORT GOGGLES FOR USE IN SWIMMING, WATER POLO, SCUBA DIVING, SNORKELING, WINDSURFING, BICYCLING, MOTORCYCLING, BASKETBALL, TENNIS, RACQUETBALL, HANDBALL, SQUASH, SHOOTING, SKIING AND SNOWBOARDING; AND SPARE LENSES FOR EYEGLASSES, SUNGLASSES AND GOGGLES ]



RAY-BAN		INT. CL. 9 OPHTHALMIC PRODUCTS AND ACCESSORIES; NAMELY, CORDS FOR USE ON SUNGLASSES, SHOOTING GLASSES, EYEGLASSES, SPECTACLES AND GOGGLES INT. CL. 8 [ HAND HELD TOOLS; NAMELY, SCREWDRIVERS ] INT. CL. 18 [ UMBRELLAS AND ] BAGS, NAMELY, TOTE, DUFFLE AND ALL PURPOSE SPORTS BAGS INT. CL. 6 [ METAL KEY CHAINS ] INT. CL. 28 [ SPORTS BALLS ] INT. CL. 5 [ MEDICATED LIP BALM ] INT. CL. 16 [ COIN HOLDERS ] INT. CL. 25 CLOTHING AND HEADGEAR; NAMELY, HATS AND [ SWEATBANDS ] INT. CL. 11 [ FLASHLIGHTS ] INT. CL. 21 [ NALL PURPOSE PORTABLE HOUSEHOLD CONTAINERS ] AND FOR CLOTHS FOR CLEANING OPHTHALMIC PRODUCTS
LUXOTTICA		INT. CL. 9 EYEGLASSES, SUNGLASSES, TEMPLES AND EYEGLASS FRAMES
RAY-BAN		INT. CL. 25 CLOTHING, NAMELY, T-SHIRTS
Design Only		INT. CL. 9 SUNGLASSES AND CARRYING CASES THEREFOR
RAY.BAN		INT. CL. 9 SUNGLASSES AND CARRYING CASES THEREFOR
LUXOTTICA		INT. CL. 9 EYEGLASSES, SUNGLASSES, TEMPLATES AND EYEGLASS FRAMES
RAY-BAN		INT. CL. 9 OPHTHALMIC PRODUCTS AND ACCESSORIES- NAMELY, SUNGLASSES; EYEGLASSES; SPECTACLES; LENSES AND FRAMES FOR SUNGLASSES, EYEGLASSES, SPECTACLES; AND CASES AND OTHER PROTECTIVE COVERS FOR SUNGLASSES, EYEGLASSES, SPECTACLES

RAY-BAN		INT. CL. 9 OPHTHALMIC PRODUCTS AND ACCESSORIES- NAMESLY, SUNGLASSES; EYEGLASSES; SPECTACLES; LENSES AND FRAMES FOR SUNGLASSES, EYEGLASSES, SPECTACLES; AND CASES AND OTHER PROTECTIVE COVERS FOR SUNGLASSES, EYEGLASSES, SPECTACLES
RAY.BAN		U.S. CL. 26 SUN GLASSES, SHOOTING GLASSES, AND OPHTHALMIC LENSES
WAYFARER		U.S. CL. 26 SUN GLASSES
RAY-BAN		(English) 09 Protective masks.
WAYFARER		U.S. CL. 26 SUN GLASSES
G-15		U.S. CL. 26 SUNGLASSES AND OPHTHALMIC LENSES
OUTDOORSMA N		INT. CL. 9 SUNGLASSES AND OPHTHALMIC FRAMES
SHOOTER		INT. CL. 9 SUNGLASSES AND OPHTHALMIC FRAMES
CARAVAN		INT. CL. 9 SUNGLASSES AND OPHTHALMIC FRAMES
BALORAMA		INT. CL. 9 SUNGLASSES AND OPHTHALMIC FRAMES
B-15 Cross References: B 15		INT. CL. 9 OPHTHALMIC LENSES
LUXOTTICA		INT. CL. 9 EYEGLASSES, SUNGLASSES, TEMPLES AND EYEGLASS FRAMES
CLUBMASTER		INT. CL. 9 SUNGLASSES [AND OPHTHALMIC FRAMES ]
CLUBROUND		INT. CL. 9 EYEWEAR, NAMESLY, SUNGLASSES, SPECTACLES AND THEIR PARTS AND ACCESSORIES, NAMESLY, REPLACEMENT LENSES, EAR STEMS, FRAMES, NOSE PIECES AND FOAM STRIPS; CASES SPECIFICALLY ADAPTED FOR EYEWEAR AND THEIR PARTS AND ACCESSORIES
ERIKA		INT. CL. 9 OPHTHALMIC PRODUCTS AND ACCESSORIES, NAMESLY, SUNGLASSES, EYEGLASSES, SPECTACLES, LENSES FOR EYEGLASSES AND SUNGLASSES, FRAMES FOR EYEGLASSES AND SUNGLASSES, CASES AND CHAINS FOR

		EYEGLASSES AND SUNGLASSES, EAR STEMS AND NOSE PADS BEING STRUCTURAL PARTS OF EYEGLASSES AND SUNGLASSES
HIGHSTREET		INT. CL. 9 SUNGLASSES[, LENSES AND FRAMES THEREOF, AND SUNGLASS CASES]
PREDATOR		INT. CL. 9 SUNGLASSES
DADDY-O		INT. CL. 9 SUNGLASSES
Design Only		INT. CL. 9 OPTICAL LENSES; EYEGLASSES; PARTS FOR SPECTACLES IN THE NATURE OF REPLACEMENT LENSES; GOGGLES FOR SWIMMING, SNOW, SCUBA AND FOR SPORTS